

BEFORE

THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2020-252-T - ORDER NO. 2021-96

MARCH 3, 2021

IN RE: Application of James Powell d/b/a A to B)	ORDER GRANTING
Moving and Services for a Class E)	CLASS E HOUSEHOLD
(Household Goods) Certificate of Public)	GOODS CERTIFICATE
Convenience and Necessity for Operation of)	
Motor Vehicle Carrier)	

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of James Powell d/b/a A to B Moving and Services (hereinafter referred to as “ABMS” or the “Applicant”). By its Application, ABMS requests a Class E (Household Goods) Certificate of Public Convenience and Necessity (“CPCN”) with authority to transport household goods in Aiken, Barnwell, and Lexington counties.

II. PROCEDURAL HISTORY

ABMS filed its Application with the Commission on October 21, 2020. By letter dated October 28, 2020, the Clerk’s Office of the Commission instructed ABMS to publish the Notice of Filing (the “Notice”) in newspapers of general circulation. The Notice detailed information regarding the Application and set an intervention deadline of December 3, 2020. Applicant was required to publish the Notice on or before November 12, 2020 and provide proof of publication no later than December 3, 2020. Notice was timely published. ABMS filed proof on December 8, 2020. The Notice was published in

the *Aiken Standard* and *North Augusta Star* on November 11, 2020. No person intervened as a party of record.

The evidentiary hearing was held virtually on February 3, 2021, with the Honorable Florence P. Belser, presiding. Applicant was represented by Charles L.A. Terreni, Esquire. The South Carolina Office of Regulatory Staff (“ORS”), a party of record pursuant to S.C. Code Ann. § 58-4-10(B) (Supp. 2020), was represented by Christopher Huber, Esquire.

III. EVIDENCE OF RECORD

ABMS is a sole proprietorship owned by James Powell. Applicant called Mr. Powell as a witness. Mr. Powell worked for two (2) years for A to Z Moving & Services, Inc. in Aiken. He also worked as a gas line surveyor and for a private jet manufacturer. He decided to open ABMS when he learned his previous employer, A to Z Moving & Services, Inc. was closing, and he had the opportunity to purchase its equipment.

ABMS owns a 2001 FTR Box Truck. Mr. Powell presented insurance quotes for \$1,000,000 in general liability insurance and \$25,000 in cargo insurance.

ABMS will employ three (3) movers in addition to Mr. Powell. One of the employees is Mr. Powell’s stepfather. The other two have experience with moving companies. ABMS will train employees through the use of videos and on-the-job instruction.

Mr. Powell believes South Carolina’s rapid population growth will provide an opportunity for his household goods moving business. ABMS will market its services in South Carolina through social media along with distributing business cards and promotional materials.

ABMs plans to grow the business over the next five (5) years by applying for statewide authority, by adding trucks, and by employing more movers. Mr. Powell testified there are no outstanding judgments against him or ABMS. Further, ABMS is familiar with all statutes and regulations governing for-hire motor carrier operations in South Carolina, including the Commission's regulations regarding insurance requirements.

ORS did not prefile direct testimony. By letter dated February 1, 2021, ORS stated it is "of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133." Thomas McGill, Assistant Manager of the ORS Safety, Transportation, and Emergency Response Department, was called by the Commission to testify about his December 22, 2020 inspection at Applicant's place of business. Mr. McGill met with the Applicant, reviewed the Application, and inspected the truck and equipment. Based upon the visit, Mr. McGill believes Applicant is fit, willing, and able to operate as a mover of household goods in South Carolina.

IV. LAW

The Commission is charged with promulgating regulations to govern the operations of carriers of household goods. S.C. Code Ann. § 58-23-590(A) (2015). Under this authority, the Commission may fix or approve just and reasonable rates, fares, and charges upon a showing that the applicant is fit, willing, and able to appropriately perform the proposed service and that public convenience and necessity are not already being served in the territory by existing authorized service. S.C. Code Ann. § 58-23-1010 (2015); S.C.

Code Ann. Regs. 103-133(1) (2012); S.C. Code Ann. Regs. 103-192 (2012). The following proof is required to justify approval of any application for household goods movers:

- a. **FIT.** The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant. The applicant should further certify that he is familiar with all statutes and regulations, including safety operations in South Carolina, and agree to operate in compliance with these statutes and regulations.
- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. **WILLING.** Having met the requirements as to "fit and able," the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

(emphasis added) S.C. Code Ann. Regs. 103-133(1) (2012). Public convenience and necessity may be shown by the use of shipper witnesses, if the applicant applies for authority for more than three contiguous counties. *Id.*

V. DISCUSSION

Based upon the evidence of record, ABMS has demonstrated it is fit, willing, and able to provide and properly perform the proposed services. Mr. Powell testified there are no outstanding judgments pending against Applicant and certified ABMS is familiar with

and will comply with all statutes and regulations governing for-hire motor carrier services.

This satisfies the "fitness" requirement.

ABMS has demonstrated it is “able” to perform the proposed services. Applicant owns a truck and moving equipment. The truck and moving equipment were inspected on December 22, 2020. Applicant has also provided insurance quotes, which indicates Applicant is aware of the Commission's insurance requirements and the associated costs. Further, Applicant has experience as a household goods mover.

Lastly, having demonstrated ABMS is “fit” and “able” to provide the proposed service, filing the Application demonstrates the “willing” requirement.

The Application of ABMS also satisfies the public convenience and necessity requirement. Here, ABMS is applying for authority in three counties – Aiken, Barnwell, and Lexington – and has not used shipper witness testimony to support the Application. Mr. Powell testified that South Carolina’s population growth indicates there is a strong need for qualified movers.

VI. FINDINGS OF FACT

1. The Commission finds there are no outstanding judgments pending against ABMS.

2. The Commission finds the Applicant is familiar with and agrees to comply with all statutes and regulations governing movers of household goods.

3. The Commission finds ABMS fit to appropriately perform the service described in its Application.

4. The Commission finds ABMS owns a vehicle and moving equipment to provide the service described in its Application. Further, ABMS supplemented its Application with an insurance quote.

5. The Commission finds ABMS able to appropriately perform the service described in its Application.

6. The Commission finds that by submitting its Application, ABMS has demonstrated it is willing to appropriately perform the proposed service.

7. The Commission finds that public convenience and necessity are not already being served by existing authorized services.

VII. CONCLUSIONS OF LAW

1. The Commission concludes that ABMS has demonstrated it is fit, willing, and able to appropriately perform the service described in its Application. S.C. Code Ann. Regs. 103-133(1) (2012).

2. The Commission concludes that the public convenience and necessity are not already being served by existing authorized services. S.C. Code Ann. Regs. 103-133(1) (2012).

3. The Commission concludes that a Class E (Household Goods) Certificate of Public Convenience and Necessity should be granted to ABMS.

VIII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of James Powell d/b/a A to B Moving and Services for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved

for the Applicant to transport household goods to points and places throughout Aiken, Barnwell, and Lexington counties.

2. The Tariff and Bill of Lading of ABMS are approved and attached hereto as Order Exhibits 1 and 2, respectively.

3. Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. § 58-23-10 *et seq.*, as amended, and by S.C. Regulations 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, and S.C. Regulations 38-400 through 38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

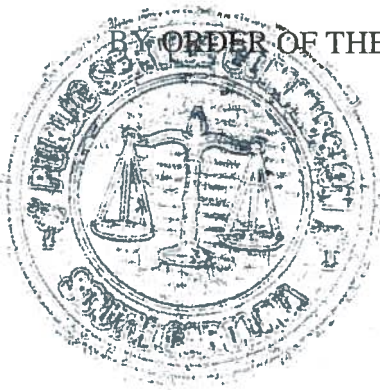
4. Upon compliance with S.C. Code Ann. § 58-23-10 *et seq.*, and the applicable Regulations for Motor Carriers, a Certificate will be issued by ORS authorizing the motor carrier services granted herein.

5. The motor carrier's services authorized by this Order may not be provided prior to compliance with the above-referenced requirements and receipt of a Certificate.

6. Failure of Applicant to either (1) complete the certification process by complying with ORS requirements within ninety (90) days of this Order, or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application will be dismissed without prejudice. No further order of this Commission is necessary.

7. Should Applicant fail to meet the requirements of this Order, ORS is requested to furnish the name and docket number of Applicant to the Commission, pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). If such notification is provided, the docket will be closed.

This Order shall remain in full force and effect until further order of the Commission.



BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN
THE STATE OF SOUTH CAROLINA**

James Powell d/b/a A to B Moving and Services
South Carolina Household Goods Tariff

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Date Proposed: 1/18/2021

Effective Date: _____

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James Powell d/b/a A to B Moving and Services
South Carolina Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by James Powell d/b/a A to B Moving and Services ("A to B"). These services are furnished between points and places in Aiken, Lexington, and Barnwell counties.

SECTION 1

1.0 Transportation Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. For moves to and from destinations outside of Aiken County, the clock starts at the appropriate hourly rate when the movers leave the office and includes the movers' estimated return time to the office location. For moves within Aiken County, the clock starts when the movers arrive at the Customer's starting location and includes the movers' estimated return time to the office location.

<u>Number of Movers</u>	<u>Hourly Charge</u>
Two Men and a Truck	\$110.00
Three Men and a Truck	\$150.00
Four Men and a Truck	\$190.00
Each Additional Man	\$40.00 per man/per hr.

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James Powell d/b/a A to B Moving and Services
South Carolina Household Goods Tariff

1.1 Minimum Hourly Charges:

The following minimum, charges apply:

Monday- Friday	Two-Hour Minimum Charge
Saturday- Sunday	Two-Hour Minimum Charge
Recognized Federal Holidays	Two- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, A to B will charge the applicable minimum. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items.

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$250
- Gun cabinet - \$100
- Safe or Steel Gun Cabinet (in excess of 400 lbs.) - \$250
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Pianos - \$275

James Powell d/b/a A to B Moving and Services
South Carolina Household Goods Tariff

2.2 Elevator or Stair Carry

A to B does not charge an additional fee for elevator or stair carry.

2.3 Excessive Distance or Long Carry Charges

A to B does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

A to B does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 A to B does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus, the price of packing materials as listed on Appendix A.

2.5.2 A to B is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. A to B reserves the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

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2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of A to B.

SECTION 3

3.0 Rules and Regulations

3.1 Claims

3.1.1 All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.

3.1.2 Claimant must notify carrier of all claims for concealed damage within 30 days of the move. A to B must be given reasonable opportunity to inspect damaged items.

3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, A to B reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify A to B immediately. A to B will complete a Damage Report before leaving your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

A to B's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

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South Carolina Household Goods Tariff

3.3 Governing Publications

A to B's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Valuation

3.4.1. Standard. A to B's maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of A to B will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

3.4.2. Full (Replacement) Value Protection. Full replacement coverage is available upon request, or may be obtained from third-party providers

3.5 Items of Particular Value

A to B does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. A to B will not accept responsibility for safe delivery of such articles if they come into A to B's possession with or without A to B's knowledge.

3.6 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of A to B's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

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South Carolina Household Goods Tariff

3.7 Delays

A to B shall not be liable for any delays in transporting household goods resulting from an Act of God or fault or neglect of any unforeseen entities.

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South Carolina Household Goods Tariff

APPENDIX A

PRICING FOR PACKING MATERIALS:	
Boxes (Small, Medium, Large)	\$2.00 per box
Wardrobe Box	\$2.00 per box
Packing Paper ((30in x 24in)	\$10.00 per roll
Bubble Wrap (12in x 10in)	\$5.00 per roll
Tape	\$4.00 per roll
Shrink Wrap	\$20 per roll
Mattress Bags	\$10 per bag
Mirror Carton Box	\$5 per carton (includes 4 pieces)
Paper Pads	\$2.00 per /pad
Wine/Bottle Boxes	\$10 per box
TV Boxes	\$25 per/box
Tall Boxes (for rugs, carpet rolls, fishing poles)	\$5/per box
Picture Boxes	\$10/per box

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PSC

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

James Powell d/b/a A to B Moving and Services
1286 Bacon Road
Aiken, S.C. 29805
(803) 645 2572

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IN CASE OF NEED, CONTACT TRAFFIC CONTROL MGR AT ABOVE ADDRESS OR TELEPHONE NUMBER

REFER TO THIS REG NO

SHIPPER _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
NOTIFICATION OF WEIGHT & CHARGES
SHIPPER REQUESTS NOTIFICATION OF ACTUAL
WEIGHT & CHARGES TO PARTY SHOWN BELOW ☐
NOTIFY _____ TEL. _____
ADDRESS _____

CONSIGNED TO _____
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY _____ STATE _____
PREFERRED DELIVERY DATE(S) _____
OR PERIODS OF TIME _____

ALL CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, OR
CERTIFIED CHECK BEFORE CARRIER DELIVERS OR RELINQUISHES
POSSESSION UNLESS INDICATED BY CARRIER. PERSONAL CHECK
WILL NOT BE ACCEPTED.

RECEIVED _____
SUBJECT TO _____ ROUTING _____

GENERAL
CONDITIONS:

RATES, RULES AND REGULATIONS IN

TARIFF _____ SEC. _____

INVOICING

GOV'T. B/L No. _____
BILL CHARGES TO _____

WEIGHT AND SERVICES

□ SPACE RES. _____ CU. FT.

EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE

□ EXCL. USE OF VEH. _____ CU. FT.

THIS SHIPMENT WILL MOVE SUBJECT TO
THE RULES AND CONDITIONS OF THE CAR-
RIER & TARIFF. ALL TERMS PRINTED OR
STAMPED HEREON OR ON THE REVERSE
SIDE HEREOF, SHIPPER HEREBY RELEASES
THE ENTIRE SHIPMENT TO A VALUE NOT
EXCEEDING THE CARRIER'S LI-
ABILITY FOR LOSS AND DAMAGE WILL BE .60
PER LB. PER ARTICLE UNLESS A GREATER
AMOUNT IS SPECIFIED BY THE SHIPPER.

GROSS _____ TARE _____ NET _____ RATE CHARGES

TRANSPORTATION _____ MILES

ADD'TL. LIAB. CHG. (PER SHIPMENT CHARGE) _____

ADD'TL. TRANS. (SURCHARGE) _____ □ ORIG. □ DEST. _____

EXTRA PICKUPS OR DELIVERIES: NO. _____ BY _____

AT _____

EXCESSIVE CARRY _____ ELEVATOR _____ STAIRS _____

PIANO HANDLING: OUT _____ IN _____ HOIST _____

ADD'TL. LABOR _____ MEN FOR _____ MAN HOURS _____

WAREHOUSE HANDLING _____

TRANSIT STORAGE: FROM _____ TO _____

S.I.T. VALUATION CHARGE _____

APPLIANCE SERVICES

ORIGIN DUE _____

DEST. DUE _____

OTHER CHARGES

CARTAGE: TO WHSE □, FROM WHSE □, ORIG □, DEST □ MI _____ QUANTITY

BARRELS _____ 5

CARTONS _____ LESS THAN 1 1/2

CARTONS _____ 1 1/2

CARTONS _____ 3

CARTONS _____ 4 1/2

CARTONS _____ 6

CRIB MATTRESS _____

WARDROBES (USE OF) _____

MATTRESS CARTON NOT EXCEEDING 39 x 75 _____

MATTRESS CARTON NOT EXCEEDING 54 x 75 _____

MATTRESS CARTON EXCEEDING 54 x 75 _____

CRATES _____ MIRROR CARTONS _____

TOTAL PACKING _____

TOTAL CHARGES □ CHGE □ PPD □ C.O.D. □ G.B.L. _____

TOTAL CHARGES _____

PREPAYMENT: COLLECTED BY _____

BALANCE DUE: COLLECTED BY _____

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES
ORDERED WERE PERFORMED.

REC'D FOR STORAGE _____ WAREHOUSE _____ CONSIGNEE _____

BY _____ PER _____ DATE _____
(WAREHOUSEMAN'S SIGNATURE)

CONTRACT TERMS AND CONDITIONS

Sec. 1. (a) The carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature of the property or defect or inherent vice therein. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for the loss or damage thereto or responsible for its condition, operation or functioning, whether or not such property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the property herein described shall not be liable for delay caused by highway obstruction, or faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property.

(e) In case of quarantine, the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities, and in such case, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners at the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities, even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property, as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred within 30 days after delivery of the property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part of the claim or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable on account of loss or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or account of said property so far as this shall not avoid the policies or contracts of insurance, provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as there provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the time tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph.

(b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the property at destination shall have been duly sent or given, or the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refunded or remains unclaimed was mailed, sent, or given.

(c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such manner as the exercise of due diligence requires before the property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance, it shall be paid to the owner of the property sold hereunder.

(f) Where the carrier is directed to load property from (or render any services at) a place or places at which the consignor or his agent is not present, the property shall be at the risk of the owner before loading.

Where the carrier is directed to unload or deliver property (or render any services) at the place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of said property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in said property, and, (b) prior to delivery of said property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigning or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of said property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigning or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.